



DEPARTMENTS OF THE ARMY AND THE AIR FORCE  
**OKLAHOMA ARMY AND AIR NATIONAL GUARD**  
3501 MILITARY CIRCLE  
OKLAHOMA CITY OK 73111-4398  
(405) 228-5000 OR DSN 628-5000

POLICY MEMORANDUM  
NUMBER 02-14

26 December 2002

**OKLAHOMA NATIONAL GUARD**  
**FULL-TIME SUPPORT RECRUITING BONUS AND RETENTION ALLOWANCE PLAN**

1. **REFERENCE.** 5 CFR 575, Recruitment and Relocation Bonuses; Retention Allowances; Supervisory Differential.
2. **PURPOSE.** The purpose of this policy memorandum is to enhance the recruiting and retention of technicians in selected federal technician positions within the Oklahoma National Guard. This will be accomplished by providing a recruiting bonus of up to 25 percent of basic pay to a newly appointed employee or a retention allowance of up to 25 percent of basic pay to current employees.
3. **INTRODUCTION.** This plan implements the provisions of Title 5, Code of Federal Regulations, Part 575, subparts A and C. Upon issuance, this plan may be used by Oklahoma National Guard activities and appointing officials as authority to recommend the payment of recruiting bonuses and/or retention allowances.
4. **BONUS OFFER AND APPROVAL.** A recruiting bonus or retention allowance of up to 25 percent of basic pay may be offered to certain newly appointed employees or certain current employees in order to retain their services. The authority to approve such recruiting/retention bonuses is The Adjutant General or his designated representative.
5. **ELIGIBILITY CRITERIA.** All technician positions within the Oklahoma National Guard full-time work force qualify for the Recruiting Bonus and/or the Retention Allowance if the following criteria are met.
  - a. **Recruiting Bonus:** Candidates for hard-to-fill positions and/or occupations that are critical to the Oklahoma National Guard's mission are eligible for recruiting bonuses.
    - (1) A recruiting bonus may be paid to any employee newly appointed to a position for a minimum of at least two years in the General Schedule and Federal Wage System. For the purpose of this plan newly appointed refers to:
      - (a) The first appointment as an employee of the federal government.

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(b) An appointment following a break in service of at least one year.

(c) A permanent appointment received within one year after termination of employment in a cooperative work-study program under a Schedule B appointment, employment under the Stay-in-School program, employment as a law clerk trainee or employment while a student during school vacations under a short-term temporary appointing authority.

(2) In such cases, the requesting official must certify in writing that, absent a recruiting bonus, the Oklahoma National Guard would have difficulty filling the position with a highly qualified candidate. As appropriate, the written certification may describe such things as:

(a) The results of recent efforts to attract quality candidates for similar positions, as evidenced by offer/acceptance rates, the number of pending vacancies, and/or the length of time required to fill similar positions.

(b) Recent turnover in similar positions.

(c) Labor-market factors that may affect the Oklahoma National Guard's ability to recruit high quality candidates for similar positions.

(d) Special qualifications needed for the positions.

(e) The feasibility of using a superior qualifications appointment, as provided by 5 CFR 531.203(b), separately or in conjunction with a recruiting bonus.

b. **Retention Allowance:** A current employee is eligible for a retention allowance if the unusually high or unique qualifications of the employee or a special need for the employee's services make it essential to retain the employee. The employee must have completed, if applicable, the period of employment established under the service agreement (two years) required for the payment of a recruiting bonus with the Oklahoma National Guard prior to payment of a retention allowance.

(1) A retention allowance may be paid to any current employee who holds a position in the General Schedule or Federal Wage System.

(2) To qualify for the Retention Allowance, the requesting official must certify in writing that, absent a retention allowance, the employee would be likely to leave the federal service. The documentation must include a written description of the extent to

which the employee's departure would affect the Oklahoma National Guard's ability to carry out an activity or perform a mission essential function. Documentation must also include copies of any offers for employment with other agencies (not other federal agencies) or private companies. As appropriate, the written certification should describe:

(a) The results of recent efforts to attract and retain employees with similar qualifications.

(b) Availability in the labor-market of candidates for employment with the qualifications necessary to perform the full range of duties of the position with a minimum of training or disruption.

(3) A retention allowance of up to 10 percent of basic pay (or up to 25 percent with Office of Personnel Management (OPM) approval) may be requested for a group or category of employees if-

(a) The unusually high or unique qualifications of the employees or a special need of the agency for the employees' services makes it essential to retain the employees in the group, and

(b) It is reasonable to presume that there is a high risk that a significant number of employees in the targeted group would be likely to leave the federal service for any reason in absence of the allowance.

(4) Requests for group-based retention allowances must narrowly define the targeted group of employees to be paid a retention allowance using factors such as occupational series, grade level, distinctive job duties, unique qualifications, assignment to a special project, minimum agency service requirements, organization designation, geographic location and performance level.

## 6. **SERVICE AGREEMENT.**

a. Before a recruiting bonus or retention allowance may be paid, the employee offered such bonus or allowance shall sign a written agreement to serve a period of 24 months with the Oklahoma National Guard as a federal technician. The service agreement period will begin on the date the employee is hired to a covered position for recruiting bonuses or the date of the service agreement for retention allowances.

b. If the employee fails to complete the period of service or is separated from service for cause or charges of misconduct or delinquency, the employee will repay the bonus on a pro-rated basis

based on the number of whole months served of the original obligation (5 U.S.C. 5753). This will be determined by DFAS on a month-to-month basis beginning on the date the bonus is effective. (EXAMPLE: If a bonus is effective on 15 January then 14 February will complete one month.) Involuntary loss of military membership is the only action that will negate repayment of the bonus. The format for the service agreement is set out in the example at Enclosure 1.

7. **DOCUMENTATION AND RECORDKEEPING.** Requesting officials are responsible for ensuring that the basis for any recruiting bonus/retention allowance is fully documented. Documentation of approved allowances shall be readily available for review and will be submitted to OKHRO not later than 31 October each year.

a. As a minimum, the following information shall be maintained for the duration of the allowance plus one year:

(1) The number of employee's offered/accepting a recruiting bonus/retention allowance;

(2) The percentage of salary offered/accepted in each individual case; and

(3) A summary statement assessing the effect of bonus/allowance authority on the Oklahoma National Guard's ability to fill/retain key personnel with high quality candidates in a timely fashion.

b. This information will be compiled by the HRO and provided to NGB by 30 November of each year.

8. **PAYMENTS AND REDUCTION OR TERMINATION OF RETENTION ALLOWANCES.**

a. A retention allowance shall be paid in the same manner and at the same time as basic pay although it shall not be considered a part of basic pay.

b. The retention allowance may be paid for as long as the conditions warranting the allowance continue to exist. An annual review and recertification of necessity must be made to continue the payment of the retention allowance.

c. The amount of the retention allowance may be reduced or the allowance terminated when it is determined that:

(1) A lesser amount, or no allowance at all, would be sufficient to retain the employee.

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(2) Labor-market conditions have changed and recruitment of employees with needed qualifications would be possible.

(3) The need for the services of the employee have lessened.

(4) Budgetary considerations preclude payment.

9. Point of contact for questions or recommended changes to this policy memorandum should be directed to the Deputy Chief of Staff, Human Resources, (405) 228-5216 or DSN 628-5216.

FOR THE COMMANDER IN CHIEF:

Encl

HARRY M. WYATT III  
Brigadier General, OKANG  
The Acting Adjutant General

DISTRIBUTION:

AAF

**SERVICE AGREEMENT**

\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Current Date

FOR Oklahoma Military Department, ATTN: Human Resources Office, 3501  
Military Circle, Oklahoma City, OK 73111-4398

SUBJECT: Recruiting Bonus/Retention Allowance Service Agreement

1. In accordance with Title 5 Code of Federal Regulations (CFR) Part  
575 subparts A & C; I, \_\_\_\_\_,  
(Employee's Full Name)  
by accepting the recruiting bonus/retention allowance offered to me in  
conjunction with the position in question, (\_\_\_\_\_), I  
(Name of Position)  
will incur a TWENTY-FOUR month Federal Civil Service commitment from  
the date of my appointment (recruiting bonus) or the date of this  
agreement (retention allowance).

2. If, for any reason, except as specified in paragraph 3 below, I  
fail to complete the required TWENTY-FOUR months of employment  
established under this service agreement, I shall be indebted to the  
Federal Government and will repay the bonus/allowance on a pro-rated  
basis in accordance with 5 CFR 575.107(a). If I voluntarily fail to  
complete this period of service for cause or for charges of misconduct  
or delinquency, I will repay the bonus/allowance on a pro-rated basis  
in accordance with 5 CFR 575.107(a). This will be determined on a  
month-to-month basis beginning on the effective date of my appointment  
to the covered position or the date of signing for retention  
allowances. Any debt incurred as a result of my failure to comply  
with the agreement shall be recovered under the agency's regulations  
for Collection by Offset from an Indebted Government Employee (5  
U.S.C. 5514 and subpart K of part 550 of that chapter).

3. Paragraph 2 will not apply if failure to complete my service  
agreement is due to involuntary military separation.

\_\_\_\_\_  
**Signature of Employee**

\_\_\_\_\_  
**Signature of Witness**

Encl 1